thority was abused, when, as in the principal case, all authority was expressly negatived, the maker can only be held liable if he is precluded by his conduct from denying the validity of the instrument. It is submitted that the bare entrusting of incomplete instruments to a custodian is not such conduct as to subject the maker to liability. *Smith* v. *Prosser*, [1907] 2 K. B. 735; but see *Putnam* v. *Sullivan*, 4 Mass. 45. For with an incomplete instrument there is no duty of care to prevent its getting into circulation. *Baxendale* v. *Bennett*, *supra*. Even negligence in signing and delivering a blank form not intended as a negotiable instrument will not support recovery. *First Nat. Bank* v. *Zeims*, 93 Ia. 140, 61 N. W. 483. *Cf. Costelo* v. *Barnard*, 190 Mass. 260, 76 N. E. 599. There is an exception, however, in the duty owed to the drawee bank not to sign checks in blank. *Trust Co. of American* v. *Conklin*, 65 Misc. 1, 119 N. Y. Supp. 367.

BILLS AND NOTES — INDORSEMENT — FORGED INDORSEMENT: WHETHER DRAWEE MAY RECOVER PAYMENT NEGLIGENTLY MADE TO HOLDER. — A drawee bank, negligently disregarding notice by the drawer to stop payment, paid a check, on which payee's indorsement was forged, to a *bonâ fide* holder for value. On discovering the forgery the drawee bank seeks to recover from the holder. *Held*, that the bank cannot recover. *National Bank of Commerce* v. *First National Bank of Coweta*, 152 Pac. 596 (Okl.).

Where an indorsement is forged, as the holder never receives title to the check, the true owner may recover from the holder any payment the latter has received. *Dana* v. *Underwood*, 19 Pick. (Mass.) 99; *Arnold* v. *Cheque Bank*, 1 C. P. Div. 578. If the owner brings no action the drawee is allowed to recover back from the holder. *Canal Bank* v. *Bank of Albany*, 1 Hill (N. Y.) 287; *Onondaga County Savings Bank* v. *United States*, 64 Fed. 703. See *Robarts* v. *Tucker*, 16 Q. B. 560, 578. It is submitted that the correct theory on which such recovery may be permitted is that the drawee sues on the payee's right of action and holds the sum recovered in trust for him. See Ames, "Doctrine of *Price* v. *Neal*," 4 HARV. L. REV. 297, 307. But the drawee has been held to lose his right if after discovery of the forgery he delays giving notice to the holder. *National Exchange Bank of Providence* v. *United States*, 151 Fed. 402; *United States* v. *Clinton National Bank*, 28 Fed. 357. See 2 DANIEL, NEGOTIABLE INSTRUMENTS, 5 ed., § 1371. In England recovery is barred even though notice is given immediately on discovering the forgery. *London & River Plate Bank* v. *Bank of Liverpool*, [1896] 1 Q. B. 7. But considerable authority holds that the drawee should recover unless the holder has been prejudiced by the delay. *Yatesville Banking Co.* v. *Fourth National Bank*, 10 Ga. App. 1, 72 S. E. 528; *Canal Bank* v. *Bank of Albany*, *supra*. Though on the grounds of business practice a delay in giving notice of a *known* forgery might in itself defeat recovery, it would be unfortunate to go further and let a negligent failure to discover the forgery bar relief when the holder has been in nowise damaged. In the principal case it is difficult to see how the holder would have benefited had the drawee regarded the drawer's notice.

BILLS AND NOTES — PRESENTMENT AND NOTICE OF DISHONOR — WAIVER: ASSENT BY INDORSER TO EXTENSION OF TIME. — The plaintiff brings an action against the defendant as indorser of a note on the face of which the latter had written an agreement to remain bound "notwithstanding any extension of time granted the principal, hereby waiving all notice of such extension of time." Three extensions were given to the maker, no notice of which was given to the defendant, nor was any notice of dishonor by non-payment given him when the last extension period had expired. *Held*, that the indorser's assent to extension constituted a waiver of demand and notice. *First National Bank of Henderson* v. *Johnson*, 86 S. E. 360 (Sup. Ct., N. C.).

At common law it is settled that an indorser's consent to an extension of time on a negotiable instrument constitutes a waiver not only of a defense to his liability, but also of demand, and notice at the original date of maturity. *Cady* v. *Bradshaw*, 116 N. Y. 188, 22 N. E. 371; *Glaze* v. *Ferguson*, 48 Kan. 157, 29 Pac. 396; *Norton* v. *Lewis*, 2 Conn. 478. *Contra*, *Michaud* v. *Lagarde*, 4 Minn. 43. If the extension be actually granted, this result presents no difficulty, for then there has been no default. But the same result is reached even where the extension is not actually granted, on the ground that the indorser has shown an unconditional willingness not to have the maker pay on the date of maturity. *Sheldon* v. *Horton*, 43 N. Y. 93; *National Hudson River Bank* v. *Reynolds*, 57 Hun 307, 10 N. Y. Supp. 669; *Jenkins* v. *White*, 147 Pa. St. 303, 23 Atl. 556. The principal case may be supported on this ground, for when the third extension period had matured, the continuing consent to further extensions would thus waive demand and notice at that time, even though a further extension was not granted. The court proceeded on another view which would also justify the result. The consent to an extension of time is held to waive demand and notice even at the extended date of maturity, on the ground that, by waiving demand and notice at the original date of maturity, the indorser has waived the condition which qualifies his promise to pay and has made his promise absolute, assuming thereby the position of a guarantor. *Amoskeag Bank* v. *Moore*, 37 N. H. 539; *Ridgway* v. *Day*, 13 Pa. St. 208; *Barclay* v. *Weaver*, 19 Pa. St. 396. See *Shelton* v. *Horton*, *supra*, 99. But *cf.* *Hudson* v. *Wolcott*, 39 Oh. St. 618, 623; *Walker* v. *Graham*, 21 La. Ann. 209. The result on either of these grounds seems an arbitrary exception to the equally arbitrary rule which discharges the indorser from all liability if no notice of dishonor be given him, even though he suffer no injury through such neglect. Nor does the Negotiable Instruments Law appear to alter the result. Sections 120, 89, 109 and 110 which are applicable to the case merely enact the general principles of the common law as to waiver of demand and notice without attempting to enumerate the many means by which demand and notice may be impliedly waived. See *First National Bank* v. *Gridley*, 112 App. Div. 398, 405, 98 N. Y. Supp. 445, 450. Thus if there would be a waiver at common law there should be under the act.

CONFLICT OF LAWS — REMEDIES — LIMITATION OF ACTIONS — LIMITATION IN FEDERAL EMPLOYERS' LIABILITY ACT AS EXTINGUISHING THE CAUSE OF ACTION. — Suit had been brought in a state court in North Carolina on a cause of action arising under the Federal Employers' Liability Act. The act provides "that no action shall be maintained . . . unless commenced within two years. . . ." The state Statute of Limitations allows three years' time. More than two but less than three years had elapsed between the accrual of the cause of action and the commencement of the suit. A judgment entered for the plaintiff was reversed in the United States Supreme Court. *Atlantic Coast Line R. Co.* v. *General Burnette*, 239 U. S. 199.

Statutes of Limitation are generally remedial, and hence without extra-territorial effect. *Le Roy* v. *Crowninshield*, 2 Mason 151; *O'Shields* v. *Ga. Pac. Ry. Co.*, 83 Ga. 621, 10 S. E. 268. But where a statute creating a new right limits the time in which action thereon may be brought, the limitation is construed as curtailing the right itself, and therefore governs any action based on that right, although brought in another jurisdiction. *Pittsburg, etc. Ry. Co.* v. *Hine*, 25 Oh. St. 629; *The Harrisburg*, 119 U. S. 199. The North Carolina court, when the case was before it, refused to construe the limitation in the Liability Act in this manner, both on the ground that Congress, by the act, had intended to facilitate the recovery of damages by employees, not to limit their rights, and that the act conferred no right but merely withdrew a defense. See principal case, 163 N. C. 186, 192, 79 S. E. 414, 416. But the abrogation of a defense